

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF IOWA**

In re:	)	Case No. 20-00962-tjc
	)	
<b>DOUGLAS S. FULLERTON,</b>	)	Chapter 12
	)	
Debtor and Debtor in Possession.	)	Hon. Thad J. Collins
	)	
<hr/>	)	
<b>LINCOLN SAVINGS BANK,</b>	)	Adversary Proceeding No.
	)	20-09054
Plaintiff,	)	
	)	
v.	)	<b>ANSWER</b>
	)	
<b>DOUGLAS S. FULLERTON,</b>	)	
	)	
Defendant.	)	
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Douglas S. Fullerton, the debtor and debtor in possession in this bankruptcy case and the defendant in this adversary proceeding (“Fullerton”) provides the following response to the complaint filed against him by Lincoln Savings Bank (“LSB”).

**Responses to Allegations**

1. Fullerton admits the allegations in paragraph one.
2. Fullerton admits the allegations in paragraph two of the complaint except for the allegations set forth in the last sentence of that paragraph. Fullerton denies the allegations in the last sentence of paragraph two.
3. Fullerton does not have knowledge or information sufficient to form a belief regarding the truth of the allegations in paragraph three.
4. Fullerton admits the allegations in paragraph four.
5. Fullerton admits the allegations in paragraph five.
6. Fullerton admits the allegations in paragraph six.

7. Fullerton admits the allegations in paragraph seven.
8. Fullerton admits the allegations in paragraph eight.
9. Fullerton does not have knowledge or information sufficient to form a belief regarding the truth of the allegations in paragraph nine.
10. Fullerton admits the allegations in paragraph ten.
11. Fullerton admits the allegations in paragraph eleven.
12. Fullerton admits the allegations in paragraph twelve.
13. Fullerton admits the allegations in paragraph thirteen.
14. Fullerton admits the allegations in paragraph fourteen.
15. With regard to the allegations in paragraph fifteen, Fullerton admits he signed promissory notes and security agreements in favor of LSB. Fullerton denies the remaining allegations in paragraph fifteen.
16. With regard to the allegations in paragraph sixteen, Fullerton admits he is in default of his obligations to LSB. Fullerton denies the remaining allegations in paragraph sixteen.
17. Fullerton admits the allegations in paragraph seventeen.
18. Fullerton admits the allegations in paragraph eighteen.
19. Fullerton admits the allegations in paragraph nineteen.
20. Fullerton admits the allegations in paragraph twenty.
21. Fullerton does not have knowledge or information sufficient to form a belief regarding the truth of the allegations in paragraph twenty-one.
22. With regard to the allegations in paragraph twenty-two, Fullerton admits he did not pay the rent he received from Willert to LSB. Fullerton does not have knowledge or information

sufficient to form a belief regarding the truth of the allegations of Willert. Fullerton denies the remaining allegations in paragraph twenty-two.

23. With regard to the allegations in paragraph twenty-three, Fullerton admits he received rent from Willert. Fullerton denies the remaining allegations in paragraph twenty-three.

24. Fullerton admits the allegations in paragraph twenty-four.

25. Fullerton admits the allegations in paragraph twenty-five.

26. Fullerton admits the allegations in paragraph twenty-six.

27. Fullerton denies the allegations in paragraph twenty-seven.

28. With regard to the allegations in paragraph twenty-eight, Fullerton incorporates by reference his responses to the allegations in paragraphs one through twenty-seven.

29. With regard to the allegations in paragraph twenty-nine, Fullerton is uncertain of the meaning of the phrase “substantially owing”; consequently, Fullerton does not have knowledge or information sufficient to form a belief regarding the truth of the allegations in paragraph twenty-nine.

30. With regard to the allegations in paragraph thirty, Fullerton admits the rent due from Willert was LSB’s collateral. Fullerton denies the remaining allegations in paragraph thirty.

31. Fullerton admits the allegations in paragraph thirty-one.

32. Fullerton admits the allegations in paragraph thirty-two.

33. Fullerton denies the allegations in paragraph thirty-three.

34. Fullerton denies the allegations in paragraph thirty-four.

35. Fullerton denies the allegations in paragraph thirty-five.

36. Fullerton denies the allegations in paragraph thirty-six.

**Affirmative Defenses**

37. LSB is estopped from asserting its claim against Fullerton.
38. LSB is prevented from asserting its claim against Fullerton by the doctrine of laches.
39. LSB has waived its claims against Fullerton.

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